



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Miami District Office
100 Bk 2nd St, Suite 1508
Miami, FL 33131
(800) 669-4000
Website: www.eeoc.gov

NOTICE OF CHARGE OF DISCRIMINATION

(This Notice replaces EEOC FORM 131)

11/28/2022

To: Kevin J Drummond
Attorney

This is notice that a charge of employment discrimination has been filed with the EEOC against your organization by Lori Weise under: The Americans With Disabilities Act of 1990 (ADA). The circumstances of the alleged discrimination are based on Disability, Retaliation, and involve issues of Reasonable Accommodation, Wages/Compensation, Constructive Discharge that are alleged to have occurred on or about 05/27/2022.

The Digital Charge System makes investigations and communications with charging parties and respondents more efficient by digitizing charge documents. The charge is available for you to download from the EEOC Respondent Portal, the EEOC's secure online system.

Please follow these instructions to view the charge within ten (10) days of receiving this Notice:

1. Access the EEOC's secured online system at <https://arc.eeoc.gov/rsp/login.jsf>
2. Enter this EEOC Charge No.: 510-2023-01519
3. Enter this password: bd5xwO9DI.

Once you log into the system, you can view and download the charge, and electronically submit documents to EEOC. The system will also advise you of possible actions or responses and identify your EEOC point of contact for this charge.

If you are unable to log into the EEOC Respondent Portal or have any questions regarding it, you may send an email to MiamiDigital@eeoc.gov.

Preservation of Records Requirement When a Charge has Been Filed

The EEOC regulations require respondents to preserve all payroll and personnel records relevant to the charge until final disposition of the charge or litigation. 29 CFR §1602.14. For more information on your obligation to preserve records, see <http://eeoc.gov/employers/recordkeeping.cfm>.

Non-Retaliation Requirements

The laws enforced by the EEOC prohibit retaliation against any individual because s/he has filed a charge, testified, assisted or participated in an investigation, proceeding or hearing under these laws. Persons filing charges of discrimination are advised of these Non-Retaliation Requirements and are instructed to notify the EEOC if any attempt at retaliation is made. For more information, see <http://www.eeoc.gov/laws/types/facts-retal.cfm>.

Legal Representation

Although you do not have to be represented by an attorney while we handle this charge, you have a right, and may wish to retain an attorney to represent you. If you do retain an attorney, please provide the attorney's contact information when you log in to the online system.

Please retain this notice for your records.



U.S. Equal Employment Opportunity Commission

FEDERAL INVESTIGATION: REQUEST FOR POSITION STATEMENT AND SUPPORTING DOCUMENTARY EVIDENCE

The EEOC hereby requests that your organization submit within 30 days a Position Statement setting forth all facts which pertain to the allegations in the charge of discrimination under investigation, as well as any other facts which you deem relevant for the EEOC's consideration.

We recommend you review the EEOC's resource guide on "[Effective Position Statements](#)" as you prepare your response to this request.

Fact-Based Position Statement

This is your opportunity to raise any and all defenses, legal or factual, in response to each of the allegations of the charge. The position statement should set forth all of the facts relevant to respond to the allegations in the charge, as well as any other facts the Respondent deems pertinent to the EEOC's consideration. The position statement should only refer to, but not identify, information that the Respondent asserts is sensitive medical information, or confidential commercial or financial information.

The EEOC also requests that you submit all documentary evidence you believe is responsive to the allegations of the charge. If you submit only an advocacy statement, unsupported by documentary evidence, the EEOC may conclude that Respondent has no evidence to support its defense to the allegations of the charge.

The EEOC may release your position statement and non-confidential attachments to the Charging Party and their representative and allow them to respond to enable the EEOC to assess the credibility of the information provided by both parties. It is in the Respondent's interest to provide an effective position statement that focuses on the facts. The EEOC will not release the Charging Party's response, if any, to the Respondent.

If no response is received to this request, the EEOC may proceed directly to a determination on the merits of the charge based on the information at its disposal.

Signed by an Authorized Representative

The Position Statement should be signed by an officer, agent, or representative of Respondent authorized to speak officially on its behalf in this federal investigation.

Segregate Confidential Information into Separately Designated Attachments

If you rely on confidential medical or commercial information in the position statement, you should provide such information in separate attachments to the position statement labeled "Sensitive Medical Information," "Confidential Commercial or Financial Information," or "Trade Secret Information" as applicable. Provide an explanation justifying the confidential nature of the information contained in the attachments. Medical information about the Charging Party is not sensitive or confidential medical information in relation to the EEOC's investigation.

Segregate the following information into separate attachments and designate them as follows:

- a. Sensitive medical information, except the Charging Party's medical information
- b. Social Security Numbers
- c. Confidential commercial or financial information
- d. Trade secrets information
- e. Non-relevant personally identifiable information of witnesses, comparators or third parties, for example, social security numbers, dates of birth in non-age cases, home addresses, personal phone numbers and email addresses, etc.
- f. Any reference to charges filed against the Respondent by other charging parties

Requests for an Extension

If Respondent believes it requires additional time to respond, it must, at the *earliest possible time* in advance of the due date, make a written request for extension, explain why an extension is necessary, and specify the amount of additional time needed to reply. Submitting a written request for extension of time does not automatically extend the deadline for providing the position statement.

Upload the Position Statement and Attachments into the Respondent Portal

You can upload your position statement and attachments into the Respondent Portal using the + **Upload Documents** button. Select the "Position Statement" Document Type and click the **Save Upload** button to send the Position Statement and attachments to EEOC. Once the Position Statement has been submitted,

you will not be able to retract it via the Portal.



U.S. Equal Employment Opportunity Commission
Miami District Office
100 SE 2nd St Suite 1500
Miami, FL 33131
(800) 669-4000

Dear Small Business Manager:

The Equal Employment Opportunity Commission (EEOC) is the federal agency with primary responsibility for enforcing our nation's equal employment opportunity (EEO) laws. The laws we enforce prohibit job discrimination based on race, color, religion, sex (including on the basis of pregnancy, gender identity, or sexual orientation), national origin, age (40 or older), disability, retaliation and genetic information.

The attached Fact Sheet provides an overview of the EEOC's procedures from the time a charge of employment discrimination is filed to the point that it is resolved.

We encourage you to visit our online [Small Business Resource Center](#), which provides a wealth of information designed to help small businesses. We offer tips and short videos on key employment topics including what to do when you receive a charge of discrimination.

In most cases, as our first step in processing a charge, we offer mediation as a neutral, voluntary and confidential way to achieve a mutually satisfactory resolution for all parties. Seventy-five percent of charges that are mediated are successfully resolved. In an independent study, 96% of employers who tried the EEOC's mediation program said they would use it again if the need arose.

In addition to the EEOC representative identified on the Notice of Charge of Discrimination, each of our district offices has a Small Business Liaison to provide technical assistance and help employers resolve questions about the laws we enforce, our mediation program, and the charge process. You can find the names and contact information of our [Small Business Liaisons](#) on our web site.

We encourage you to contact the Small Business Liaison in your area to answer any questions you may have and assure you that any inquiry or request for information will not adversely affect the investigation of the charge that has been filed.

Sincerely,

U.S. Equal Employment Opportunity Commission

Find the Answers at EEOC's Small Business Resource Center

The EEOC's Small Business Resource Center | U.S. Equal Employment Opportunity Commission ([eeoc.gov](http://www.eeoc.gov)) (<http://www.eeoc.gov/employers/small-business>) is filled with useful information for small businesses and can connect you with EEOC staff in your area who can help you.

■ *Have a question? Need training for your staff or one-on-one assistance?*

To request information about the EEOC, training on federal employment discrimination laws or an explanation of the charge process, contact your local EEOC Small Business Liaison. We are here to help.

■ *Want quick information online?*

The EEOC's Small Business Liaisons have created [videos](#) with the small business owner in mind and the simple straightforward information that you need most. For example, you may need to know what questions you shouldn't ask in a job interview, and other tips for the hiring process.

Also see our [Frequently Asked Questions](#).

■ *Need an employment policy or practical tips on preventing job discrimination?*

See [10 Quick Tips for Small Business](#).

■ *Need to know more about EEOC's charge process?*

We have a video on [Responding to a Charge of Discrimination](#).

■ *What is mediation?*

The EEOC's [mediation program](#) offers a free, voluntary, confidential and informal resolution process for many charges of discrimination. Mediations are conducted by a neutral mediator. If mediation is successful, there is no investigation.

■ *Want information about a specific topic?*

Our [Resources](#) page explains the types of employment discrimination covered by the EEOC's laws as well as the legal requirements you need to know.

We can also direct you to [other federal agencies](#) for information on issues such as minimum wage and overtime pay or family and medical leave. The [Resources](#) page gives a link to small business assistance from the [SBA](#) and provides information on the Small Business Regulatory Enforcement Fairness Act (SBREFA), which allows small businesses to comment on federal agency enforcement actions to the [SBA Ombudsman](#).

You can order our [Publications](#) online free of charge or print them for use. You can also order the EEOC's poster, "EEO Is The Law," [here](#).

For more information and assistance call the EEOC toll-free at 1-800-669-4000 or use our sign language access line at 1-844-234-5122 (ASL Video Phone and Hard of Hearing callers only.)

1645 Palm Beach Lakes
Blvd. Suite 1200
West Palm Beach, FL
33401
Email: Intake@tblf.com



BLUE LINE
LAW FIRM
TBLLF.COM

"Your Lifeline to Justice."

Phone: (888) 611-9511
Fax: (561) 892-3330
Offices located in:
DC, FL, MN, ND, MI
www.TBLLF.com

March 30, 2023

To: EEOC

From: Kevin Drummond, BLUE LINE LAW FIRM PLLC

Re: EEOC 510-2023-01519 Response – Lori Weise

This letter shall serve as a response to Ms. Weise allegations. Ms. Weise was hired as a contractor and on probationary status for the first 90 days. During her employment, she was unable to complete simple task that was assigned to her within the allotted time. She was never an employee and was hired as an independent contractor. She called out due to COVID-19. As far as I am aware, she received her contracted rate pay. There was a situation in where she was not paid on-time and it was corrected shortly. I do recall that it was a mistake on her using our contracted CPA time records system and recording her time. I do not usually handle contractor's pay directly. We employ a CPA firm to handle payroll. She was instructed to always reach out to them to confirm her hours and to make sure it was correct.

I actually have never met Ms. Weise personally and the only photo I have of her was after the hiring process in which she was selected, a picture on her driver's license. Ms. Weise never informed me or anyone else that I am aware of her disability of hearing.

Retaliation is incorrect. Ms. Weise was never let go but chose to quite in breach of her contract without giving us notice. We did reduce her hours due to her stating that she was overwhelmed working with so many tasks from different attorneys.

I have attached a few things to counter her argument about pay. We have tried to correct any mistake but she instructed me not to contact her anymore.

I have also attached her welcome letter when she started informing her she was a contractor.

1645 Palm Beach Lakes Blvd.
Suite 1200
West Palm Beach, FL 33401
Email: Intake@tblf.com
www.TBLF.com



Phone: (888) 611-9511
Fax: (561) 892-3330
Offices located in:
D.C, FL, MN, ND

WELCOME LETTER

April 22, 2022

Dear Lori Weise,

This letter will serve as a formal Welcome Letter as a new Independent Contractor Paralegal to Blue Line Law Firm, PLLC with a start date of Monday, April 25, 2022.

The rate of pay will start at \$21.00 per hour with an opportunity to be reviewed for an increase after 90 days. We welcome you to the Blue Line Law Firm.

Responsibilities and Duties Include: not an exhaustive list of all responsibilities:

- Reporting to both Kevin Drummond, Esq and Patrice Scott, Esq respectively
- Responding to client's emails regarding case status reports
- E-filing on the Court Portals
- Preparing demand letters, Statement of Claims, Complaints, responsive pleadings for each Attorney on a daily and/or weekly basis
- Meeting court deadlines
- Calendaring hearings, trials, mediations
- Coordinating hearing dates with opposing counsel and Judicial Assistants/Staff
- Updating the MyCase system with status updates on cases

Welcome Letter
Page 2 of 2

This is a 1099 position. We expect our Independent Contractors to complete tasks as assigned on-time and to fulfill the daily tasks and responsibilities.

We will start your training period on Monday, March 21, 2022 with a soft intro starting this weekend. We will have an introduction as to what your case assignments will be and respond to any questions or concerns. Training will take place at 9:00AM. Please be ready for a phone call and later Zoom link at that time.

Again, Welcome to the Firm!

Enclosures,

Blue Line Law Firm, PLLC

Attorney Patrice Nicole Scott, Esq.
1645 Palm Beach Lakes Blvd
Suite# 1200
West Palm Beach, FL 33401
Office:888-611-9511
Direct Line: 507-216-8107
Fax:561-892-3330

BLUE LINE LAW FIRM PLLC

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") dated this

04/22/2022

CLIENT

BLUE LINE LAW FIRM PLLC
1645 Palm Beach Lakes Blvd., Suite#1200
West Palm Beach, FL 33401

(the "Client")

CONTRACTOR

Lori Weise

(the "Contractor")

BACKGROUND

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
 - Paralegal
 - Assist in various needs for the Law Firm as needed, including but not limited to: Answering phones, filing civil suits, preparing summons, speaking with Clients, operating MyCase – File Management system, mailing, supervising others, any duties assigned by a Partner.
2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.
4. In the event that the Contractor wishes to terminate this Agreement, that Party will be required to provide 30 days' written notice to the other Party.
5. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
6. This Agreement may be terminated at any time by mutual agreement of the Parties.
7. Except as otherwise provided in this Agreement, the obligations of the Contractor will end upon the termination of this Agreement.

PERFORMANCE

8. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

9. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

COMPENSATION

10. The Contractor will charge the Client for the Services at the rate of \$21 per hour (the "Compensation"). The minimum time of hours per week is 40 hours.
11. The Client will send to Contractor by direct deposit once the direct deposit form is received.
12. Contractor understands that time must be recorded on timesheet.

REIMBURSEMENT OF EXPENSES

13. The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services.
14. All expenses must be pre-approved by the Client.
15. Contractor may be issued a Company Credit Card and this may only be used for business expenses only unless stated from a Partner. Privileges maybe revoked if used improperly and prosecuted in court for abuse.

CONFIDENTIALITY

16. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that

Confidential Information could reasonably be expected to cause harm to the Client. This includes but not limited to all BLUE LINE LAW FIRM Operational procedures and secrets on how methods and procedures are handled, business secrets, any of client files.

17. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

OWNERSHIP OF INTELLECTUAL PROPERTY

18. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
19. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

RETURN OF PROPERTY

20. Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

21. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

RIGHT OF SUBSTITUTION

22. Except as otherwise provided in this Agreement, the Contractor may, at the Contractor's absolute discretion, engage a third-party sub-contractor to perform some or all of the obligations of the Contractor under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services. Client must approve of any 3rd party by Contractor.
23. In the event that the Contractor hires a sub-contractor:
- the Contractor will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Contractor.

- for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Contractor.

AUTONOMY

- 24.** Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

- 25.** Except as otherwise provided in this Agreement, the Contractor will provide at the Contractor's own expense, any and all tools, machinery, equipment, raw materials, supplies (programs), workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement. Contractor must have own laptop; cell phone with adequate service; dependable uninterrupted internet; Adobe Reader Pro to edit documents; and a Copier, scanner, printer.

NO EXCLUSIVITY

- 26.** The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

- 27.** All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in email (with party consent) and/or in writing and delivered to the Parties at the following addresses:

- a. BLUE LINE LAW FIRM PLLC – Kevin@TBLLF.com
1645 Palm Beach Lakes Blvd., Suite#1200 West Palm Beach, FL 33401
- b. Lori Weise - Lsw1971@aol.com

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier. This whole agreement is subject to change by client with notice that client deems acceptable.

INDEMNIFICATION

- 28.** Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out

of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

ADDITIONAL CLAUSES

- 29.** Contractor Agrees to be placed on a 90-day probationary period in which will also be an observation period while employed.
- 30.** This is a 2-week evaluation and 3 months' probation period even though it is at will employment.
- 31.** Contractor understands that this will be their main contract and employment. They may work with notice and approval for others but due to the nature of our business or assignments are addressed first.
- 32.** General hours are from 9am.-5pm EST. Contractor understands that due to the nature of the profession, she will be available (on-call) and may have to work outside those hours regularly.

MODIFICATION OF AGREEMENT

- 33.** Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

- 34.** Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

- 35.** The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

- 36.** It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

- 37.** This Agreement will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

- 38.** Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

39. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

40. This Agreement will be governed by and construed in accordance with the laws of the State of Florida. Any dispute can be brought against the Client but first requires mediation before any suit. The venue shall be Palm Beach County, Florida or the choosing of the Client with their discretion. Parties agree to mediation before any suite is filed. The parties agree to the cost for mediation is paid for by the party requesting it. Any party losing any suit is required to pay attorney cost and fees to the other party.

SEVERABILITY

41. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

42. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

By signing below, I agree with the above terms and conditions and did so of my own free will and consent. I also sign as an affirmation that I have had time to read the agreement above and consented.

BLUE LINE LAW FIRM PLLC

Signature: Lori Weise
Lori Weise (Apr 22, 2022 10:49 EDT)
Email: lsw1971@aol.com






Blue Line Law Independent Contractor Agreement

Final Audit Report

2022-04-22

Created:	2022-04-22
By:	Kevin Drummond (kevin@tblf.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsY_xUCMS2pRtkHnw0g0bXHXjelDAWIdC

"Blue Line Law Independent Contractor Agreement" History

-  Document created by Kevin Drummond (kevin@tblf.com)
2022-04-22 - 11:58:20 AM GMT
-  Document emailed to Lori Weise (lsw1971@aol.com) for signature
2022-04-22 - 11:58:40 AM GMT
-  Email viewed by Lori Weise (lsw1971@aol.com)
2022-04-22 - 2:45:37 PM GMT
-  Document e-signed by Lori Weise (lsw1971@aol.com)
Signature Date: 2022-04-22 - 2:49:38 PM GMT - Time Source: server
-  Agreement completed.
2022-04-22 - 2:49:38 PM GMT